

# TOWN OF DAVIE

## TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark A. Kutney, AICP, Development Services Director/ (954) 797-1101

**PREPARED BY:** Christopher M. Gratz, Planner II

**SUBJECT:** Developer's Agreement, DA 10-1-04 Spear and Varat Plat, 8550 Stirling Road/Generally located at the southeast corner of Pine Island Road and Stirling Road.

**AFFECTED DISTRICT:** District 2

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND RACHAEL J. SPEAR AND CYNTHIA L. VARAT, FOR THE INSTALLATION OF IMPROVEMENTS TO SATISFY TRAFFIC CONCURRENCY RELATING TO THE SPEAR AND VARAT PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** The applicant's request is for the Town Council to authorize the Mayor and Town Administrator to enter into a Regional Road Concurrency Agreement for the installation of improvements to satisfy traffic concurrency for the Spear and Varat Plat. Previously, a land use plan amendment was approved by Town Council to change the property to commercial use; however the request was subsequently withdrawn at the County level. The plat, P 7-2-03 Spear and Varat, was approved at the June 2, 2004, Town Council meeting for 13 dwelling units on the 13.42 gross acre site. When Broward County evaluated this plat request it was determined one (1) trip on the regional road network must be mitigated for and the improvement needed to satisfy concurrency requirements was identified. Specifically, the owner is required to pay \$25,000 to Broward County for video detection equipment at the intersection of University Drive and Griffin Road. Since the plat is south of Stirling Road, partially within Unincorporated Broward County, and adjacent to Unincorporated Broward County, there are no impacts to local roads within the Town of Davie.

The Town is a party to the agreement because Broward County requires that the Town of Davie not issue a certificate of occupancy for any development within the plat until the Town receives confirmation from the County that the payment required for the improvements to satisfy concurrency on the regional road network has been received. Staff has no objection to the request.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** N/A

**FISCAL IMPACT:** N/A

**RECOMMENDATION(S):** Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

**Attachment(s):** Resolution, Justification, Future Land Use Plan Map, Zoning and Aerial Map, Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND RACHAEL J. SPEAR AND CYNTHIA L. VARAT, FOR THE INSTALLATION OF IMPROVEMENTS TO SATISFY TRAFFIC CONCURRENCY RELATING TO THE SPEAR AND VARAT PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed plat to be known as Spear and Varat was approved by the Town Council of the Town of Davie on June 2, 2004;

WHEREAS, Broward County requires improvements to satisfy concurrency on the regional road network;

WHEREAS, Broward County requires that the Town of Davie not issue a certificate of occupancy on said plat until the Town receives confirmation from the County that the payment required for the improvements to satisfy concurrency on the regional road network has been received.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2004.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

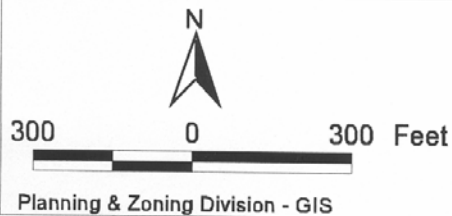
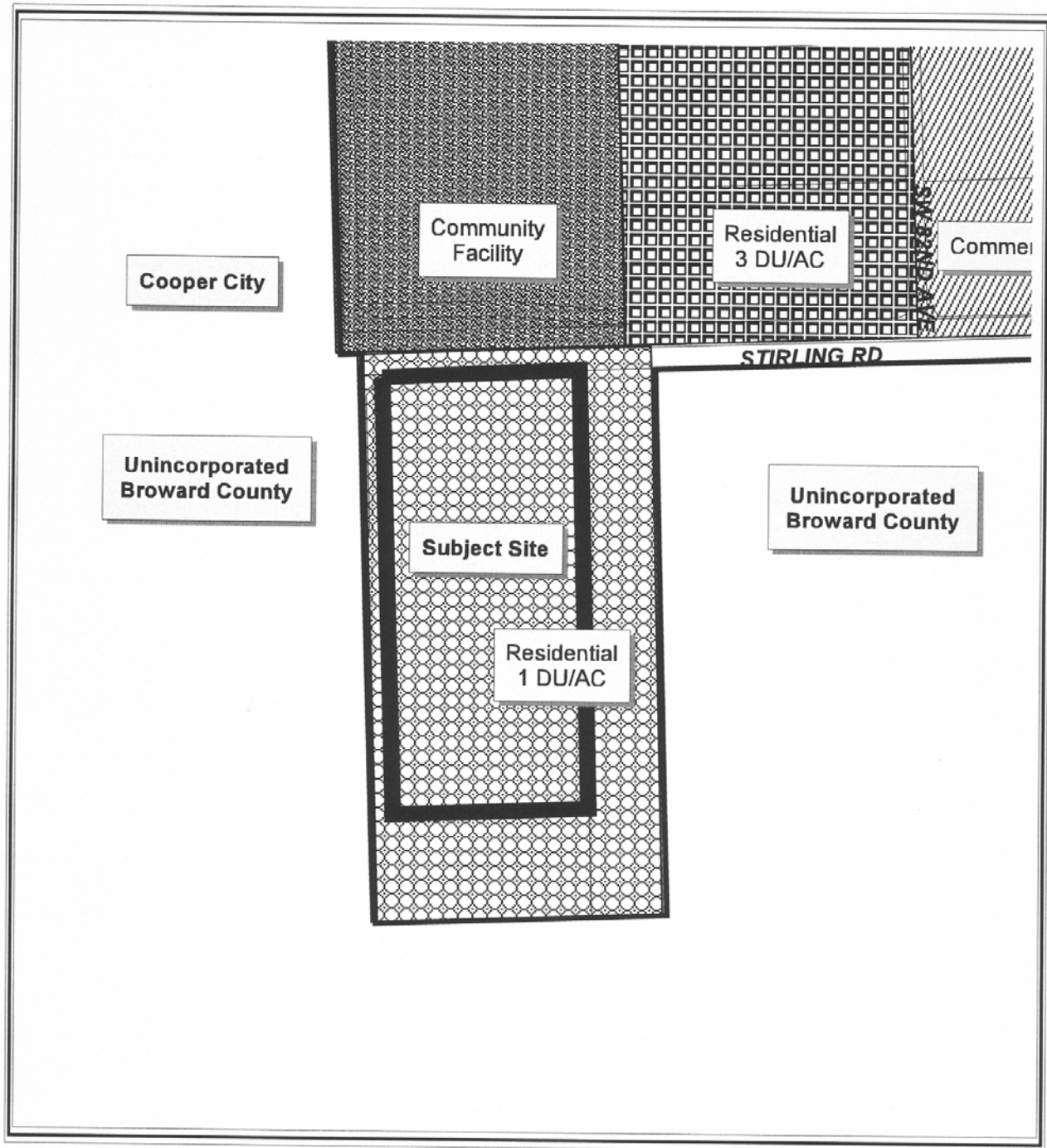
APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2004.

JUSTIFICATION STATEMENT RE: SPEAR AND VARAT PLAT  
DEVELOPER'S AGREEMENT  
REGIONAL ROAD CONCURRENCY AGREEMENT  
APPLICANT: JOHN D. VOIGT/C. WILLIAM LAYSTROM, JR.

The Applicant is the representative of the ownership entity of the property located within the Spear and Varat Plat. In conjunction with the recording of the plat with Broward County, the County has determined that certain roadway improvements are necessitated. The attached Regional Road Concurrence Agreement has been prepared by Broward County to memorialize the roadway improvements required by the County of the developer, and to ensure that the developer complies in a timely fashion. The Spear and Varat property is located on the south side of Stirling Road just west of University Drive and immediately east of Pine Island Road. The majority of the property is located within the Town of Davie, although a small portion on the western side of the property is located within unincorporated Broward County. Previously the Town of Davie and Broward County entered into a Developer's Agreement whereby property would be platted as though it were within one jurisdiction.

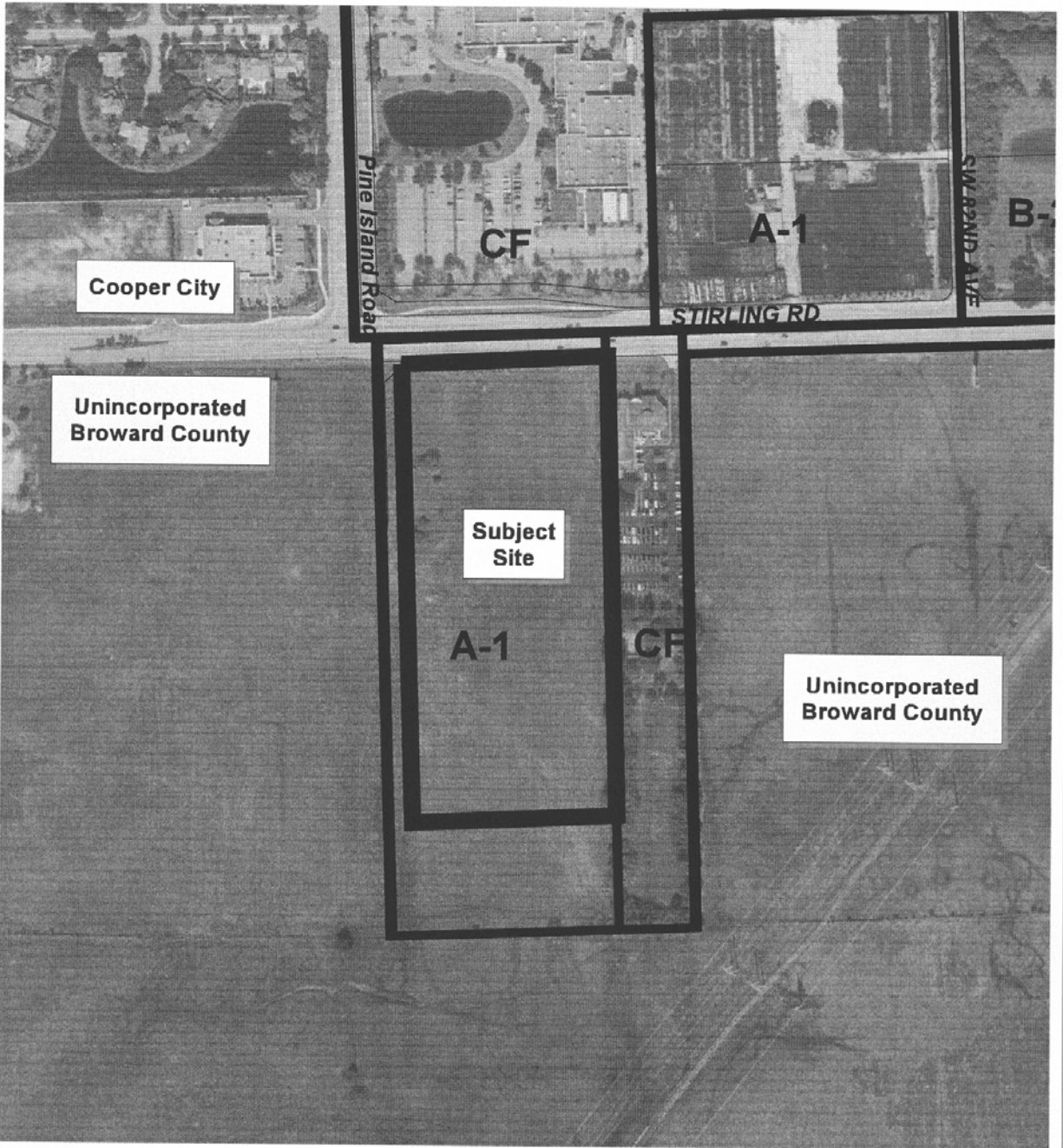
The roadway improvement required of the developer is the payment of the sum of \$25,000.00 to Broward County. The \$25,000.00 is designated to reimburse the County for the cost of installing video detection equipment at the intersection of University Drive and Griffin Road. The video detection equipment at this intersection will directly benefit the residents of the Town of Davie in that the intersection is located entirely within the Town boundaries, even though the property in question is at the southernmost boundary of the Town of Davie and partially located within unincorporated Broward County.

As a result, the Developer's Agreement should be viewed favorably by the Town of Davie and the applicant requests that the Town of Davie approve the agreement and execute the agreement as required on page 9.

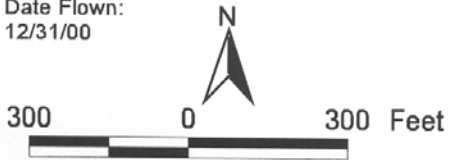


## DEVELOPERS AGREEMENT DA Future Land Use Map

Prepared By: TAV  
Date Prepared: 10/6/03



Date Flown:  
12/31/00



Planning & Zoning Division - GIS



## DEVELOPERS AGREEMENT DA Zoning and Aerial Map

Prepared By: TAV  
Date Prepared: 10/6/03

Return recorded document to:

Development Management Division  
115 S. Andrews Avenue, A240  
Fort Lauderdale, FL 33301

Document prepared by:

C. William Laystrom, Jr.  
1177 S.E. Third Ave.  
Ft. Lauderdale, FL 33316

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**REGIONAL ROAD CONCURRENCY AGREEMENT -  
COUNTY PROJECT**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

Rachael J. Spear as trustee of the \*, its successors and assigns, hereinafter referred to as DEVELOPER,

**[AND IF THE PROPERTY IS LOCATED WITHIN A MUNICIPALITY]**

The Town of DAVIE, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that the regional transportation network be adequate to serve the reasonably projected needs of proposed developments; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, more specifically requires that an application for a development permit satisfy concurrency requirements for impact areas; and

WHEREAS, DEVELOPER has applied for approval of or an amendment to the Spear and Varat Plat (043-MP-03), hereinafter referred to as "PLAT," more particularly described in Exhibit "A" attached hereto and made a part hereof; and

CAF#369  
01/01/02

\* Cynthia L. Varat Irrevocable Trust Agreement dated August 11, 1992 and Cynthia L. Varat as Trustee of the Rachael J. Spear Irrevocable Trust Agreement dated August 11, 1992,

WHEREAS, on August 8, 2003, the Broward County Development Management Division issued a Notification of Failure to Satisfy Broward County Concurrency Standards for the regional transportation network, finding that the application for approval of or amendment to the PLAT does not satisfy the impact area concurrency standards for the regional road network as stated in Section 5-182 of the Broward County Land Development Code ("CODE"); and

WHEREAS, the COUNTY has undertaken a countywide project to install video detection equipment at signalized intersections, hereinafter referred to as "Project"; and

WHEREAS, DEVELOPER has agreed to pay to COUNTY the sum of \$25,000 which is the cost of installing video detection equipment, as described in Exhibit "B" attached hereto, at the intersection of University Drive and Griffin Road; and

WHEREAS, the Broward County Development Management Division has approved this remedial measure and finds that its concurrency requirements for the PLAT will be met with the execution of, and compliance with, the terms of this Agreement by DEVELOPER; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and DEVELOPER agree as follows:

1. The above recitals are true and correct and are hereby incorporated herein.
2. CONSTRUCTION OF IMPROVEMENTS.
  - (a) DEVELOPER agrees to pay \$25,000 which represents COUNTY's cost of the IMPROVEMENT(S) described in Exhibit "B," hereinafter referred to as "the Improvements." DEVELOPER agrees that payment must be made either prior to recordation of the plat or the agreement amending the note on the face of the plat.
  - (b) COUNTY and DEVELOPER agree that no security is required for the IMPROVEMENT(S), as the payment will be made prior to recordation of the plat or the agreement amending the note on the face of the plat.
  - (c) In the event that the amount of money or any portion thereof the DEVELOPER has agreed to pay pursuant hereto becomes due and payable as provided herein and continues unpaid for thirty (30) days or more thereafter, the entire unpaid balance of such amount, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum, shall become immediately due and payable.

- (d) Developer agrees that this agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully paid and performed. However, the amount(s) set forth above shall not constitute a lien on the property unless and until the provisions below are activated by the recording of a "Notice of Lien."
3. CONCURRENCY COMPLIANCE. COUNTY finds that by executing and complying with the terms of this Agreement, DEVELOPER has satisfied the adequacy of the Regional Roadway Network requirement of the Broward County Land Development Code for the PLAT as approved by the COUNTY.
4. If the property is within a municipality, CITY agrees not to issue a certificate of occupancy for any development within the PLAT until CITY receives confirmation from COUNTY that the payment required pursuant to Section 2(a) has been received by COUNTY.
5. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Development Management Division of Broward County  
115 South Andrews Avenue, Room A240  
Fort Lauderdale, FL 33301

Director of the Broward County Engineering Division  
115 South Andrews Avenue, Room 321  
Fort Lauderdale, FL 33301



For the DEVELOPER:

Rachael J. Spear Trustee & Cynthia L. Varat, Trustee

c/o C. William Laystrom, Jr.

1177 S.E. Third Avenue

Ft. Lauderdale, FL 33316

For the CITY:

Town Administrator Tom Willi

Town of Davie

6591 Orange Drive

Davie, FL 33314-3399

6. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER'S expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
7. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.
8. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
9. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
10. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

11. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
12. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
13. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
14. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, TOWN OF DAVIE, signing by and through its Mayor and Town Manager, duly authorized to execute same, and DEVELOPER, signing by and through its \_\_\_\_\_ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY

COMMISSIONERS

\_\_\_\_\_  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_

Assistant County Attorney

**DEVELOPER-INDIVIDUAL**

Witnesses:

Kathy J. Gideon  
(Signature)  
Print name: Kathy J. Gideon

Edgar J. Urueta  
(Signature)  
Print name: Edgar J. Urueta

Rachael J. Spear as Trustee  
of the Cynthia L. Varat Irrevocable Trust  
Agreement dated August 11, 1992

Name of Developer (Individual)

Rachael J. Spear, trustee  
(Signature)

Print name: Rachael J. Spear

Print address: P.O. Box 156521  
Miami, FL 33256

20<sup>th</sup> day of Sept, 2004

**ACKNOWLEDGMENT - INDIVIDUAL**

STATE OF Florida  
) SS.  
COUNTY OF Dade

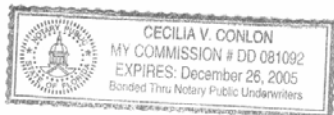
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of Sept, 2004, by Rachael J. Spear who is

☐ personally known to me, or

☒ produced identification. Type of identification produced FL DRIVER LICENSE

NOTARY PUBLIC:

(Seal)



Cecilia V. Conlon

My commission expires:

CAF#369  
01/01/02

**DEVELOPER-INDIVIDUAL**

Witnesses:

Kathy J. Gordon

(Signature)

Print name: Kathy J. Gordon

Edgar J. Urquiza

(Signature)

Print name: Edgar J. Urquiza

Cynthia L. Varat as Trustee of the  
Rachael J. Spear Irrevocable Trust Agreement  
dated August 11, 1992

Name of Developer (Individual)

Cynthia L. Varat Trustee A/K/A  
(Signature) Cynthia Goldenhoff Varat

Print name: Cynthia L. Varat

Print address: 11030 Paradelast  
Coral Gables, FL 33156

20<sup>th</sup> day of Sept, 2004

**ACKNOWLEDGMENT - INDIVIDUAL**

STATE OF Florida

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of Sept, 2004, by Cynthia L. Varat A/K/A who is

☐ personally known to me, or  
☒ produced identification. Type of identification produced FL DRIVER LICENSE

NOTARY PUBLIC:

(Seal)



Cecilia V. Conlon

My commission expires:

**DEVELOPER-CORPORATION/PARTNERSHIP**

Witnesses (if partnership):

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Name of Developer (corporation/partnership)

By \_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

ATTEST (if corporation):

\_\_\_\_\_  
(Secretary Signature)  
Print Name of Secretary: \_\_\_\_\_

(CORPORATE SEAL)

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation/partnership, on behalf of the corporation/ partnership. He or she is:

[ ] personally known to me, or  
[ ] produced identification. Type of identification produced \_\_\_\_\_.

(Seal)

NOTARY PUBLIC:

My commission expires:

\_\_\_\_\_  
Print name:

CITY  
(If Property is located within a City)

WITNESSES:

TOWN of DAVIE

\_\_\_\_\_

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk

By \_\_\_\_\_  
Town Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

See attached Exhibit "A-1".



**LEGAL DESCRIPTION :**

TRACT 10 AND THE EAST ONE-HALF OF TRACT 11 SECTION 4, TOWNSHIP 51 SOUTH, RANGE 41 EAST, OF EVERGLADES SUGAR AND LAND CO. SUBDIVISION, AS RECORDED IN BOOK 2, PAGE 75 OF PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID PROPERTY, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

**TOGETHER WITH:**

THAT PORTION OF TRACT 11 OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 41 EAST, OF "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 75 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 87°41'08" EAST (BEARINGS BASED ON KEITH & SCHWAB RESURVEY RECORDED IN MISCELLANEOUS PLAT BOOK 6, PAGE 19, BROWARD COUNTY RECORDS) ALONG THE NORTH LINE OF SAID SECTION 4 FOR A DISTANCE OF 459.22 FEET; THENCE NORTH 88°04'53" EAST, ALONG SAID NORTH LINE, FOR A DISTANCE OF 1422.90 FEET; THENCE SOUTH 01°52'57" EAST FOR A DISTANCE OF 62.00 FEET TO A POINT ON A LINE 53.00 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF SAID TRACT 11 AND POINT OF BEGINNING NUMBER ONE; THENCE SOUTH 01°52'57" EAST, ALONG SAID PARALLEL LINE, FOR A DISTANCE OF 850.44 FEET TO A POINT ON LINE 405.27 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID TRACT 11; THENCE, ALONG SAID PARALLEL LINE, SOUTH 87°51'53" WEST, FOR A DISTANCE OF 102.68 FEET TO A POINT ON A 2067.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (THROUGH WHICH A RADIAL LINE BEARS NORTH 77°15'30" WEST TO THE RADIUS POINT); THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°29'50" AND AN ARC DISTANCE OF 54.01 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 22°29'10" WEST, FOR A DISTANCE OF 100.42 FEET TO A POINT ON THE PINE ISLAND ROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 31325, PAGE 1319 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A 2055.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (THROUGH WHICH A RADIAL LINE BEARS NORTH 72°59'21" WEST TO THE RADIUS POINT); THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING SIX (6) DESCRIBED COURSES: (1) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°08'57" AND AN ARC DISTANCE OF 471.61 FEET TO A POINT OF NON-TANGENCY; (2) NORTH 04°12'38" EAST, FOR A DISTANCE OF 200.76 FEET TO A POINT ON A 2066.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (THROUGH WHICH A RADIAL LINE BEARS SOUTH 88°17'07" WEST TO THE RADIUS POINT); (3) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'40" AND AN ARC DISTANCE OF 7.01 FEET TO A POINT OF TANGENCY; (4) NORTH 01°54'33" WEST, FOR A DISTANCE OF 293.03 FEET; (5) NORTH 43°05'10" EAST, FOR A DISTANCE OF 49.49 FEET; (6) NORTH 88°04'53" EAST, FOR A DISTANCE OF 1.87 FEET TO POINT OF BEGINNING NUMBER ONE.

**LESS EXCEPT:**

THAT PORTION OF TRACTS 10 AND 11 OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 41 EAST, OF THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 75 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 87°41'08" EAST (BEARINGS BASED ON KEITH & SCHWAB RESURVEY RECORDED IN MISCELLANEOUS PLAT BOOK 6, PAGE 19, BROWARD COUNTY RECORDS) ALONG THE NORTH LINE OF SAID SECTION 4 FOR A DISTANCE OF 459.22 FEET; THENCE NORTH 88°04'53" EAST, ALONG SAID NORTH LINE, FOR A DISTANCE OF 1422.90 FEET; THENCE SOUTH 01°52'57" EAST FOR A DISTANCE OF 50.00 FEET TO A POINT ON A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID SECTION 4 AND POINT OF BEGINNING NUMBER TWO; THENCE NORTH 88°04'53" EAST, ALONG SAID PARALLEL LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF STIRLING ROAD, FOR A DISTANCE OF 444.69 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 10; THENCE SOUTH 01°49'20" EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 24.00 FEET; THENCE SOUTH 88°04'53" WEST FOR A DISTANCE OF 230.00 FEET; THENCE NORTH 85°04'33" WEST FOR A DISTANCE OF 100.72 FEET TO A POINT ON A LINE 63.00 FEET SOUTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID SECTION 4; THENCE SOUTH 88°04'53" WEST, ALONG SAID PARALLEL LINE, FOR A DISTANCE OF 111.56 FEET TO A POINT ON A LINE 53.00 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF SAID TRACT 11; THENCE NORTH 01°52'57" WEST, ALONG SAID PARALLEL LINE, FOR A DISTANCE OF 12.00 FEET TO POINT OF BEGINNING NUMBER TWO. SAID LANDS CONTAINING 491.301 SQUARE FEET (11.2787 ACRES) MORE OR LESS.

EXHIBIT "B"

IMPROVEMENTS

Prior to plat or note amendment recordation, pay \$25,000 to Broward County for the installation of video detectors for all approaches at the intersection of University Drive and Griffin Road.

CAF#369  
01/01/02